

and between the Township of Egg Harbor of the State of New Jersey,
hereinafter referred to as the "Township" and the New Jersey
State Policemen's Benevolent Association, Inc., Local No. 77,
hereinafter referred to as "PBA #77" or "Employees."

AGREEMENT, dated the 15th day of July, 1974, by

AGREEMENT

Atlantic County
June 1, 1974 - 1A, 31, 74

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enjoy all the rights and privileges thereto.

Steward, as described in the Grievance Procedure and shall Hudson of the Egg Harbor Township Police Department as the Representative of PBA #77 has appointed Patrolman Robert For the duration of this Agreement, the Majority

B. STEWARDS

thereto.

seq., and shall have all the rights and privileges pursuant
ing to the procedure set forth in N.J. Rev. Stat. 34:13A-5.1 et.
matters. The Majority Representative shall be appointed accord-
for adjustment of disputes and grievances, and all other related
benefits, working conditions, safety of equipment, procedures
right to negotiate as to rates of pay, hours of work, fringe
Employees agree the Majority Representative of PBA #77 has the
hereinafter referred to as "Employees", the Township and
full time police personnel within the Township of Egg Harbor,
as the exclusive negotiating agent for all regularly appointed,
The Township recognizes the "Majority Representative"

A. MAJORITY REPRESENTATIVE

ARTICLE II - EMPLOYEE REPRESENTATIVE

Definition - A grievance is any dispute between the parties concerning the application or interpretation of the agreement or any complaint by an employee as to any action or non-action which violates any right arising out of his or their employment. The Township shall not discipline any employee with-out just cause.

Step 1. - All grievances by an employee, and responses of its occurrence or the knowledge of its occurrence, and then submitted to the Steward for processing. The PDA shall appoint an Association Grievance Committee hereinafter referred to as the "Committee", and the Committee shall receive, screen, and process all grievances submitted by the Steward on behalf of the Employee within five (5) days of written receipt. The procedure will grievances shall take place without discrimination and irrespective of membership or affiliation with PDA #77.

Step 2. - The Committee shall, within five (5) days after the acceptance of a grievance submit the grievance to the Chair of Police for resolution. The Chair of Police must render a decision within five (5) days of receipt in writing.

Step 3. - In the event the parties are unable to resolve the grievance in the second step, either party may within five days refer the grievance to the Township Police Committee for resolution. The Police Committee must render a decision within five (5) days of receipt in writing.

Step 4. - In the event the grievance is not resolved at within five (5) days of receipt in writing.

binding arbitration. Any party wishing to move a grievance to the third step, either party may refer the matter for impartial arbitration within five (5) days of receipt in writing.

ARTICLE III - GRIEVANCE PROCEDURE

mutually agreed to by the Township and the Grievance Committee.

Extensions and Modifications - Time extensions may be

of any grievance or arbitration matter.

working hours without loss of pay for the purpose of disposing
any witness' reasonable request shall be made available during
be released from work without loss of pay for such purpose, and
grievance procedure to settle disputes on any arbitration shall

Any Steward or officers of PBA #77 required in the

and PBA #77.

of the arbitrator's fee shall be shared equally by the Township
his award in writing which shall be final and binding. The cost
evidence and within the meaning of this agreement he shall render
an arbitrator. The arbitrator shall hear the matter on the

Employment Relations Commission, the Commission shall select

fifteen (15) days after receipt of the list from the public

cannot mutually agree to a satisfactory arbitrator within

that they are moving a grievance to arbitration and request that

a list of arbitrators be furnished to the Township and the

mission within ten (10) days of receipt of decision in Step 3,

arbitration shall notify the Public Employment Relations Com-

The Township and Employees both recognize that there shall be no discrimination by reason of sex, creed, racial origin, with respect to employment, or opportunities for improvement of jobs, or a condition of employment. The Township further agrees that it will not interfere with nor discriminate against an Employee because of membership in or legitimate activity on behalf of, the "PBA #77," nor will the Township encourage membership in any other association or union to do anything to interfere with the representation by the "majority representative" of the "PBA #77" as the exclusive bargaining agent of Employees.

ARTICLE IV - NON-DISCRIMINATION

The Township shall permit the use of bulletin boards, located in the Police Department Headquarters, by the "PBA #77," for the posting of notices concerning "PBA #77" business and activities.

The Township agrees, in accordance with State Statutes, upon receipt of signed authorization cards from the Employee's wages the amount of annual dues as prescribed by "PBA #77," in equal installments twice monthly and to forward said amount to the treasurer of "PBA #77" on the First Day of each month.

ARTICLE V - BULLETIN BOARD - DUES CHECKOFF

It is the right of the Township to determine the standards of service to be offered by its Employees, determine the standards of selection for employment, direct its Employees, take disciplinary action, maintain the efficiency of its operations, determine the methods, means, and personnel by which its operations are to be conducted, determine the content of job classifications, schedule the hours, take all necessary actions to carry out its mission in emergencies, exercise complete control and direction over its organization and the technology of performing its work. The practical impact of the decisions of the above matter are subject to the "Exclusion Procedure" as set forth in Article III. Nothing in this Article shall affect the Township's authority or responsibility of any of its obligations undertaken or relieved by the Township under the Agreement.

The parties agree that the Chief of Police and other officers shall exercise their supervisory duties faithfully irrespective of the fact that they are covered by this Agreement.

Article III

ARTICLE VI - MANAGEMENT RIGHTS

The "PBA #77" and Employees assure and pledge to the Township that their Goals and purposes are such as to condone no strikes by Employees nor work stoppages, slowdowns, or any other such method which would interfere with service to the public or violate the Constitution and Laws of the State of New Jersey. The PBA and Employees will not initiate such activities nor advocate or encourage other employees to initiate the same, and the PBA and Employees will not support any member of this organization acting contrary to this provision.

ARTICLE VII - STRIKES

Pursuant to chapter 303, Public Laws 1968, the Township
agrees that every policeman shall have the right freely to
organize, join, and support the PBA and its affiliates for the
purpose of engaging in collective negotiations and other concerted
activities for mutual aid and protection. As a body exercising
governmental power under the laws of the State of New Jersey,
the Township undeniably disapproves or deprecates any policeman in
the enjoyment of any rights conferred by chapter 303, or other
laws of New Jersey or the Constitution of New Jersey and the
United States, that it shall not discriminate against any police-
man with respect to hours, wages, or any other term or condition
of employment by reason of his membership in the PBA or its
affiliates, or his participation in any of these activities,
collective negotiations with the Township or his institution of
any grievance complaint or proceeding under this agreement or
otherwise with respect to any terms or conditions of employment,
elected representatives of the PBA shall be permitted time off
from their regular schedule to attend negotiating sessions,
grievance sessions and meetings of the PBA management committee.

- A. The specific holiday schedule is as follows: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veterans' Day, Thanksgiving Day, Christmas Day, and any other day appointed, ordered or recommended by the Governor of New Jersey, or the President of the United States as a Legal Holiday.
- B. In the event a legal holiday, as aforesaid, occurs while an employee is on sick leave, or on his vacation, he shall not have such holiday counted as a day against his sick leave or vacation leave.

ARTICLE IX - HOLIDAYS

The Employees covered by this Agreement shall be entitled
to vacations as set forth in the applicable ordinance as in
current practice.

ARTICLE X - VACATIONS

on duty in accordance with state statutes under title 40, take place at a time when such officers are scheduled to be full pay for all meetings of the PBA when such meetings

officers of "PBA #77" shall be granted leave from duty with the State (Executive) Delegates and all duly elected

B. LEAVE FOR PBA MEETINGS

agreement.

Leaves of absence, injury leave and sick leave shall remain as in current practice for the duration of this

A. SICK LEAVE

ARTICLE XI - LEAVES

(1) Commencing January 1, 1974 the annual base salaries to be paid the following employees of the Township shall be as follows, and shall be paid twice monthly.

CHIEF OF POLICE	\$ 11,500
SERGEANT	\$ 10,000
PATROLMAN after two (2) years	\$ 9,500
PATROLMAN during second year	\$ 9,000
PATROLMAN during first year	\$ 8,500
ALL salary increases will be paid retroactive to January 1st of this year 1974, and all step increases will be paid on the anniversary date of employment.	B. OVERTIME
shall be governed by existing applicable ordinance for the duration of this agreement.	

ARTICLE XII - SALARY, LONGEVITY, OVERTIME

A. BASE SALARY

-14-

any employee who shall have been appointed to act for a senior officer in the absence of such senior officer and who shall have performed the duties thereof, for a continuous period of thirty days shall, thereafter, be entitled to compensation appropriate to such office for the time so held.

ARTICLE XIII - ASSTNG OFFICER

- A. The Township agrees to provide New Jersey Blue Cross and Blue Shield hospitalization insurance with Rider "J" for all employees covered by this Agreement, at the Township's expense.
- B. The Township agrees to provide Major Medical Insurance for all employees covered by this Agreement, at the Township's expense.
- C. The Township agrees to provide Major Medical Insurance for all employees covered by this Agreement, at the Township's expense.

ARTICLE XIV - HOSPITALIZATION INSURANCE

All conditions not covered by this Agreement shall continue to be governed, controlled, and interpreted by reference to the Township Charter, ordinances, Rules and Regulations of the Police Department of the Township, and any present or past benefits which are enjoyed by employees covered by this Agreement, that have not been included in the Contract Agreement, shall be continued.

ARTICLE XV - CONTINUATION OF BENEFITS NOT
COVERED BY THIS AGREEMENT

Agreement.

pealed or amended by the Township to conform to the terms of this conflict with any Township Ordinance, such ordinance shall be re-
(2) In the event that any provision of this Agreement
of the remaining other provisions of this Agreement,
determination shall not impact the validity and enforceability
or Civil Service (where applicable) Law or regulation, such
be finally determined to be in violation of any applicable State
(1) In the event that any provision of this Agreement shall
not determine the validity and enforceability of this Agreement.
or Civil Service (where applicable) Law or regulation, such
be finally determined to be in violation of any applicable State
of the remaining other provisions of this Agreement,
determination shall not impact the validity and enforceability
of the remaining other provisions of this Agreement.

ARTICLE VIII - SAVINGS CLAUSE

ARTICLE VIII - DURATION OF AGREEMENT

This contract shall be in full force and effect from the

date of execution, January 1, 1974, until midnight, December 31,

1974.

The parties agree that negotiations for a successor agreement and modifying, amending, or altering the terms and provisions of this Agreement shall commence no later than October 15, 1974. It is understood that "PEA #77" is seeking a successor agreement commencing from January 1, 1975. This Agreement shall remain in full force and effect until a successor agreement is reached.

Majority Representative

By: *James A. D'Amato*

New Jersey State Policemen's
Benevolent Association

Local No. 77

APRIL 13, 1974
N.J. COMMISSION ON ELECTIONS

Signed, Sealed and Delivered in

TOWNSHIP CLERK

Robert J. Thacker

ATTEST,

signature on the 15 day of April, 1974.

IN WITNESS WHEREOF, the undersigned have affixed their

CHAIRMAN

By: *Alfredo G. Campe*

TOWNSHIP OF EGG HARBOR

Robert J. Thacker

TOWNSHIP CLERK